

## **REQUEST FOR RESPONSE**

**PROCURING DEPARTMENT:** MASSACHUSETTS DIVISION OF MARINE FISHERIES

**ADDRESS:** 251 CAUSEWAY ST., BOSTON, MA 02114

**TELEPHONE #:** 978-282-0308 **FAX #:** 617-727-3337

**E-MAIL OR INTERNET ADDRESS:** Bill.Hoffman@state.ma.us

**RFR FILE NAME/TITLE:** NET MANUFACTURER FOR INDUSTRY-BASED SURVEY FOR GULF OF MAINE COD

**RFR FILE NUMBER:**

**PROCUREMENT TEAM LEADER/RFR CONTACT PERSON:** BILL HOFFMAN

**PROCUREMENT MANAGEMENT TEAM (PMT)/CATEGORY:**

### **REQUIRED AND OPTIONAL RFR SPECIFICATIONS**

In general, most of the required contractual stipulations are referenced in the Standard Contract Form and the Commonwealth Terms and Conditions (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

#### **REQUIRED RFR PROVISIONS**

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

**Bidder Communication.** Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

**Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement, which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

**Public Records.** All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

**Best Value Selection and Negotiation.** The PMT may select the response(s), which demonstrates the best value, overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which

results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs, which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. This RFR has been distributed electronically using the Comm-PASS system. RFR attachments that are referenced will be found either as a separate .pdf file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Northern Ireland Notice and Certification. All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points will be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at [www.magnet.state.ma.us/somwba](http://www.magnet.state.ma.us/somwba).

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at [www.magnet.state.ma.us/somwba](http://www.magnet.state.ma.us/somwba).

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. *Required for the following object codes within the “Expenditure Classification Handbook” as issued by the Office of the Comptroller:*

E08 - Telecommunication Services, Voice  
EE8 - Telecommunication Services, Data  
E09 - Software purchases  
H03 - IT consulting & Maintenance  
J08 - IT Cabling/installation & maintenance  
K01 - IT equipment purchases  
L01 - IT TELP  
L21 - IT Rental or Lease  
L41 - IT Technical Support

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11, nor the Commonwealth’s ability to join the Contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the Contractor be liable for damages for the Commonwealth’s use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract Scope of Work) that is the subject of the claim. Section 11. sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11. of the Commonwealth Terms and Conditions.

### **OPTIONAL RFR PROVISIONS**

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Brand Name or Equal. Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Alternatives. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives, which provide equivalent, better, or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Inter-Department Purchase. Departments reserve the right to include an option for other departments to purchase services or commodities under the same terms of the contract. Should departments exercise this option, bidders will be required to specify their ability to extend services to other departments and the rates to be used.

Year 2000 Compliance for Commodities and Services RFRs. Bidders must represent and warrant that the information technology for this contract is year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Year 2000 Compliance for Systems RFRs. Bidders must represent and warrant that this system and all interfaces to this system that the contract is providing, including but not limited to interfaces with other systems and data entry interface for this system, are year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Environmentally Preferable Products and Services. The department and contractor (s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the department's performance needs. Unless otherwise specified in the RFR, during evaluation of responses, an EPP may be considered best value even when the price is greater than that of a non-EPP (recommended not to exceed 10% in price). Bidders are encouraged to submit information to identify any and all environmental attributes of the product or services being procured, even when such attributes are not being required.

#### **1. DESCRIPTION OR PURPOSE OF PROCUREMENT:**

Massachusetts Division of Marine Fisheries wishes to arrange contracts with commercial fishing otter trawl net manufacturer to provide supplies and service for a cod Industry-based survey.

#### **2. ACQUISITION METHOD TO BE USED FOR CONTRACT(S):**

☒ Outright Purchase ☒ Fee For Service ☐ License ☐ Tax Exempt Lease Purchase (TELP)

☐ Term Lease ☐ Rental (not to exceed 6 months) ☐ Other (specify):

#### **3. SINGLE OR MULTIPLE CONTRACTORS FOR CONTRACT PERFORMANCE**

☒ Single Contractor ☐ Multiple Contractor

#### **4. SINGLE OR MULTIPLE DEPARTMENTS MAY CONTRACT UNDER THIS RFR:**

☐ Only Procuring Department May contract Under this RFR

☒ Option To Allow Other Departments/Political subdivisions to Contract under RFR

☐ Statewide Contract – All Departments may purchase under terms of RFR

☐ Multiple Un-identified Additional Departments may purchase under terms of RFR

☐ Multiple Identified Departments Listed in RFR may purchase under terms of RFR

#### **5. TOTAL ANTICIPATED DURATION OF CONTRACTS**

Initial Contract Duration ☐ One-Time Purchase ☐ Month(s) ☐ 1 Year(s)

Options to Renew

☐ 2 Options to Renew not to exceed: ☐ Month(s) ☐ 1 Year(s)

**6. TOTAL ANTICIPATED EXPENDITURES FOR TOTAL ANTICIPATED DURATION OF CONTRACT(S):** (Amounts indicated are only estimates. Contract amounts during the period of any contract are subject to a selected bidder's response, and may increase or decrease based on contract negotiations, performance selected, appropriation or availability of funds.)

Estimated Value of Procurement (Including Anticipated Renewal Options): Approximately \$150,000

☐ Contracts will have a Maximum Obligation Amount.

☒ Contract(s) will NOT have a Maximum Obligation Amount.

☐ Compensation will be subject to Quotes by List of Qualified Contractors (Maximum Obligation or Rate of Contract)

Will Federal Funds be used to fund part of Contract(s) ☐ No ☒ Yes

The Division of Marine Fisheries has been awarded federal contracts to perform surveys of cod using standardized commercial otter trawl nets on commercial fishing vessels. Federal funding will be used to pay for the purchase of 6 complete otter trawl nets and services from the contracted bidder. The anticipated research surveys, in which the nets will be deployed, are supported by a mixture of Federal and state funds.

**7. INDICATE CONTRACT AND PERFORMANCE SPECIFICATIONS**

A bid must be completed by respondents as instructed on attachment A

**8. PROPOSAL EVALUATION PROCEDURES**

A bid evaluation worksheet is available upon request following the submission deadline

**9. INSTRUCTIONS FOR SUBMISSION OF RESPONSES:**

**Requirements for Responses, Where and How to Submit Responses, # of copies of Responses, Format Requirements)**

- a) Two copies of the response shall be submitted to Darlene Pari, Div of Marine Fisheries, 251 Causeway St., Boston, MA 02114 no later than 5 PM, April 30, 2003
- b) The response shall include a Bidders Data Sheet (Attachment A)
- c) The response shall include all required forms. Please see section 11 RFR attachments, below. Contact Darlene Pari if forms cannot be obtained from the Comm-pass website.

**10. DEADLINE FOR RESPONSES or procurement Calendar:**

Responses must be received at the Boston address above by 5PM May 28, 2003

**11 RFR ATTACHMENTS to be completed**

All bidders will be required to complete, execute and return the following documents: (Forms are available via the State Internet site <http://www.comm-pass.com>)

- 1. Bidders will be required to complete, execute and return the [Commonwealth Terms and Conditions](#). If the Bidder already has executed and filed the [Commonwealth Terms and Conditions](#), please indicate this in your Response.  
The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.
- 2. All Bidders must complete and submit a [Verification of Taxation Reporting Information \(W-9\) Form](#).
- 3. All Bidders must complete and submit a [Commonwealth Standard Contract](#).
- 4. All Bidders must complete and submit a [Northern Ireland Notice and Certification](#).
- 5. All Bidders must complete and submit an [Electronic Funds Transfer Form \(EFT\)](#).

**These Forms are required if the ESTIMATED VALUE OF THE PROCUREMENT (the initial period with ALL options to renew) is \$50,000 or greater.**

1. All Bidders must complete and submit a [Contractor Authorized Signature Verification Form](#).
2. All Bidders must complete and submit an [Affirmative Action Plan Form](#).

**Consultants must also complete this form.**

3. All Bidders must complete and submit a [Consultant Contractor Mandatory Submission Form](#).

## Request for Response

### Otter Trawl Net Designer/Manufacturers to support Gulf of Maine Industry-Based Cod Survey

#### Introduction

The Massachusetts Division of Marine Fisheries (*MarineFisheries*) is seeking bids from commercial otter trawl net designers/manufacturers for a pilot industry-based survey (IBS) designed for Gulf of Maine cod. The primary objective of the project is to survey aggregations of cod in time and space to describe cod distribution by stock demographic characteristics (age, structure, spawning, and variance) and develop an aggregation map. This survey of cod distribution is needed to monitor inshore cod stocks, assess the importance of these areas as nursery and spawning grounds, and to improve management decisions. The survey will obtain more detailed information about cod than is currently available from the existing surveys and will help refine the description of future closures in space and time.

#### Project Purpose

There are seven main objectives for this study. They are:

- To complement NMFS, state, and other surveys to characterize cod distribution.
- To contribute to fill the gaps in time and space that are inherent in NMFS and state surveys, and improve robustness of stock assessments for cod.
- To collect information on stock demographics (age structures and spawning condition) of cod.
- To investigate the association of cod with other species in time and space.
- To provide opportunities for complementary projects to take advantage of ancillary cruise information.
- To move toward the development of an optimal survey design for cod.
- To develop a collaborative relationship in conducting the survey between *MarineFisheries* and industry.

A pilot, by definition, is a test of concept to learn what works and what does not work. After the pilot phase of the industry-based survey, it is a long-term goal to obtain necessary funding and fully implement the IBS program.

#### Project Summary

*MarineFisheries* looks to contract four vessels to conduct the survey. Two vessels shall be from the Commonwealth of Massachusetts and one vessel each from the states of Maine and New Hampshire. The survey shall consist of approximately 10

sea days of trawl calibration (actual number of sea days needed for calibration may vary from boat to boat), and two 10 sea day sampling cruises. The location of the survey shall be in the Gulf of Maine waters from the shore out to a depth of approximately 60 fathoms (including Cashes Ledge but not including Georges Bank). This survey shall be conducted within the area specified from 41°30' North latitude to the northern extreme of the Hague line. The investigation will be a random-stratified survey design with targeted adjustments to accommodate areas of particular concern to industry participants in localized areas. The sampling design is such that trawl vessels shall conduct thirty-minute tows at a speed of approximately three knots, attempting to average 5 tows per day. There shall be approximately 200 stations over the two time periods for a total of 400 stations. Each boat will cover approximately 50 stations over the 10 sea day survey. 80% of the stations shall be inshore (8 days per vessel) and 20% (2 days per vessel) will be offshore.

*Marine Fisheries* looks to contract one trawl net manufacturer to assist design and build six identical otter trawl nets for the IBS. The exact design will be chosen through a series of meetings and discussions with trawl net builders, industry, and state and federal government.

The trawl is still in the conceptual stage and the number and size of floats have yet to be determined. However, for bidding purposes the trawl shall have:

- Approximately a 150' fishing circle
- 89' footrope and 84' headrope
- Mesh size and twine size shall be 12 cm (4.5" knot to knot stretched) 3 mm polyethylene mesh (Euroline or some other type of equivalent material that has a strong tensile strength yet reasonably small diameter). The 12 cm meshes shall run throughout the body of the trawl, including the wings and square, continuing down through the extension to approximately one fathom before the codend.
- 5 cm (2" knot to knot stretched) codend
- In front of the codend it will be necessary to taper the mesh from 4.5" to 2", therefore, a brief section of 3" twine shall be incorporated before the codend.
- The sweep shall be "rockhopper" gear approximately 83 feet long with 14 inch disks in the belly tapering out to 8 inches on the wings. They should be mounted on a rubber cookie covered wire, with 6" disks staggered in between the rockhopper disks to act as suction breakers.

Because many of the sample sites will be over unknown bottom structure, it is possible that significant damage to the trawl(s) could occur during survey cruises. If damage occurs, the trawl(s) shall be delivered immediately to the contracted trawl net designer/manufacturer bidder and repaired in a timely manner to avoid delay of the completion of the survey. Following trawl calibration and prior to each cruise, the contracted bidder shall measure all trawls and, if any stretching and/or wear are evident, the trawls shall be restored to the original dimensions.



The contracted trawl net designer/manufacturer will be required to keep impeccable records of trawl construction and parts so the gear remains consistent over time.

Participation in initial development and implementation meetings with state/federal agencies and industry will be expected.

The time schedule for the development and implementation of the project and survey is as follows:

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April – May:	Solicit vessels and trawl net manufacturer/designer
May 7:	Begin accepting responses
May 28:	Deadline for responses
June 6:	Vessels and trawl net manufacturers/designers notified
August 1:	Standardize trawl at flume tank
August 31:	Deadline for completion of 6 trawl nets
September 1:	Begin calibration tows (10 sea days/vessel)
Mid Nov-Dec.:	First survey begins (10 sea days/vessel)
Jan-early March:	Second survey begins (10 sea days/vessel)

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### **Trawl Net Manufacturer Criteria**

To qualify, the following criteria must be met by prospective trawl net designers/manufacturers:

- In close approximate geographical location to the survey homeports
- Appropriate facilities for the design, manufacturing and repairs of otter trawl nets year round
- Proof of experience designing and building trawl nets (specifically, the last three projects completed and cost of each job)
- References from at least three clients, government agencies and/or private parties
- Copy of business license/Federal ID (if applicable)
- Certificate of insurance

### **General Information**

Proposal should include:

1. Business name
2. Contact/Authorized representative
3. Business address, phone
4. Facility location
5. Certificate of insurance
6. Date of business inception

7. List any products that you are agents or distributors for
8. List number of employees and length of employment
9. Square footage of facility
10. List 3 references including government agencies and/or private clients
11. Last three projects completed and cost of each job
12. List business form (e.g., partnership, corporation, sole proprietorship)
13. Average number of trawl nets built annually
14. An estimate for the manufacturing of 6 complete trawls (including sweep, but not doors and ground cables)
15. A hourly rate for work required to maintain and repair said trawls throughout the IBS pilot study
16. Other comments or experience that is specific to this Request for Response

*Marine Fisheries* reserves the right to reject any or all proposals and, if need be, to require interviews with key personnel of bidders prior to contract award. The state reserves the right to renew any contractual agreements as a result of this RFR based on mutual agreeable terms of two years each.